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MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

STONE INTERIORS, INC., d/b/a PRP USA,)

Plaintiff,

) Case **07CV6244**

v.

) Judge **JUDGE KENDALL**

VALENCIA STONE, LLC. and UNITED
TILE AND STONE, INC. d/b/a TILE
WORLD OF ITALY,

) Mag **MAG.JUDGE MASON**

Defendants.

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff, Stone Interiors, Inc. d/b/a PRP USA ("Stone Interiors"), by and through its attorney, J. Scott Humphrey of Seyfarth Shaw LLP, alleges and states as follows for its Complaint for money judgment against Defendants Valencia Stone, LLC ("Valencia") and United Tile and Stone, Inc. ("United"), who do business as Tile World of Italy ("Tile World").

OVERVIEW

1. Stone Interiors seeks to recover a money judgment in the amount of \$106,153.93, plus interest, and to recover all costs incurred in this action, pursuant to an Agreement entered into between Stone Interiors, Valencia and United in September 2006.

PARTIES JURISDICTION AND VENUE

2. Stone Interiors is an Illinois corporation with its principal place of business located at 1207 Candlewood Court in Aurora, Illinois. Stone Interiors is in the business of supplying marble and granite products to various customers. All actions taken by Stone Interiors with respect to its business originate out of its headquarters in Aurora, Illinois.

3. Based upon information and belief, Valencia is a limited liability company registered in Florida with its principal place of business located at 2332 17th Street in Sarasota,

Florida. Also based upon information and belief, the two members of Valencia, Mario Piazza and Juan Gomez, are residents of the state of Florida.

4. Based upon information and belief, United is a Florida corporation with its principal place of business located at 5502 Anderson Road in Tampa, Florida.

5. In September 2006, Stone Interiors entered into negotiations with Valencia and United from its offices in Aurora, Illinois about supplying marble and granite slabs to Valencia and United.

6. The parties subsequently entered into an Agreement whereby Stone Interiors agreed to supply, and Valencia and United agreed to pay for, marble and granite slabs to Valencia and United.

7. Stone Interiors entered into this Agreement from its offices in Aurora, Illinois.

8. Accordingly, this Court has original jurisdiction of this action under 28 U.S.C. §1332 because the parties are citizens of different states and the matter in controversy exceeds \$75,000.00.

9. Venue is also proper in this district under 28 U.S.C. §1391(a) because Stone Interiors' principal place of business is here, Valencia and United conduct business here, and a substantial portion of the transactions at issue took place here.

COUNT I – BREACH OF CONTRACT

The Original Agreement

10. In September 2006, Stone Interiors entered into an Agreement (the "Agreement") with Valencia and United (both doing business as Tile World) whereby Valencia and United would purchase, and Stone Interiors would deliver, marble and granite slabs from Stone Interiors. The terms of the Agreement are found in the invoices sent by Stone Interiors to United

and Valencia between September 18 and September 25, 2006. (Copies of these invoices are attached as Exhibits A-F).

11. Pursuant to the Agreement, Valencia and United ordered marble and granite slabs from Stone Interiors in September 2006.

12. Stone Interiors shipped the marble and granite slabs ordered by Valencia and United to Valencia and United in September, along with the invoices that identified the material, quantity, price and total amount of United and Valencia's order.

13. The invoices that accompanied the marble and granite slabs stated that payment for the marble and granite slabs was due within 90 days of the bill of lading.

14. Thus, under the express terms of the Agreement, United and Valencia agreed to pay for all materials provided by Stone Interiors within 90 days of the bill of lading.

15. The parties further agreed that Valencia and United would be charged interest at the rate of 12 percent per annum for any invoice that was not paid within 90 days of the bill of lading.

16. Finally, United and Valencia agreed to be responsible for all costs incurred by Stone Interiors in the event that Stone Interiors had to take any action to recover the amounts United and Valencia owed Stone Interiors under the Agreement.

17. Pursuant to the Agreement, on September 16, 2006, Stone Interiors issued materials and two invoices to United and Valencia (Invoice Nos. 1345 and 1346). The bill of lading date for both invoices was September 18, 2006. The invoice amounts were \$19,800.37 and \$23,264.18. (Copies of the September 16, 2006 invoices are attached as Exhibits A and B).

18. Pursuant to the Agreement, on September 19, 2006, Stone Interiors issued materials and an invoice to Valencia and United (Invoice No. 1355). The bill of lading date was

September 20, 2006. The invoice amount was \$19,800.37. (A copy of the September 19, 2006 invoice is attached as Exhibit C).

19. Pursuant to the Agreement, on September 19, 2006, Stone Interiors issued materials and an invoice to United and Valencia (Invoice Nos. 1360 and 1361). The bill of lading date for both invoices was September 22, 2006. The invoice amounts were \$17,569.23 and \$20,385.39. (Copies of the September 19, 2006 invoices are attached as Exhibits D and E).

20. Pursuant to the Agreement, on September 18, 2006, Stone Interiors issued materials and an invoice to United and Valencia (Invoice No. 35). The bill of lading date was September 25, 2006. The invoice amount was \$11,724.89. (A copy of the September 18, 2006 invoice is attached as Exhibit F).

21. Thus, in accordance with the Agreement, Stone Interiors provided United and Valencia with \$110,771.44 worth of marble and granite in September 2006 and payment for the marble and granite was due no later than December 25, 2006.

22. United and Valencia, however, only paid \$18,000.00 for the materials supplied by Stone Interiors and, as such, failed to pay the remaining \$92,771.44 they owed Stone Interiors under the Agreement.

23. Additionally, pursuant to the Agreement, interest at the rate of 12 percent per annum is to be applied to all sums that are overdue on each invoice.

United and Valencia's First False Attempt to compensate Stone Interiors

24. Stone Interiors contacted United and Valencia after December 25, 2006 about United and Valencia's failure to pay the remaining \$92,771.44 they owe Stone Interiors under the Agreement.

25. Stone Interiors spoke with Mario Piazza, a member of Valencia and President of United, about United and Valencia's failure to pay Stone Interiors the amount they owe Stone Interiors under the Agreement.

26. On January 2, 2007, Mario Piazza on behalf of United and Valencia, offered to make payments of \$15,000 per month from January 2007 through July 8, 2007, and a final payment of \$5,571.44 on July 29, 2007, in order for United and Valencia to comply with the duties and obligations they owed Stone Interiors under the Agreement.

27. Stone Interiors accepted United and Valencia's offer.

28. However, United and Valencia once again failed to live up to their duties and obligations.

29. Specifically, neither United nor Valencia made monthly payments of \$15,000.00 from January 2007 through July 2007. In fact, United and Valencia failed to make a single payment to Stone Interiors between January 2007 and July 2007.

United and Valencia's Second Attempt to Compensate Stone Interiors

30. Stone Interiors once again contacted Mario Piazza regarding Valencia and United's failure to live up to the duties and obligations they agreed to under the Agreement.

31. On August 20, 2007, Mario Piazza, on behalf of United and Valencia, offered to pay \$6,000 a month until the total amount owed under the Agreement (\$106,064.01) was paid in full.

32. Stone Interiors accepted Valencia and United's offer and the parties subsequently entered into an Agreement whereby Valencia and United would pay \$6,000 a month until the total amount owed under the Agreement (\$106,064.01) was paid in full.

33. Once again, United and Valencia failed to live up to their duties and obligations.

34. Specifically, United and Valencia only made one payment in the amount of \$3,000 towards the \$106,064.01 they owe Stone Interiors under the Agreement. Accordingly, United and Valencia still owe \$103,064.01 under the Agreement.

35. Additionally, pursuant to the Agreement, interest at the rate of 12% per annum is to be applied to all sums that are overdue on each invoice.

36. As of this date, interest in the amount of \$3,091.02 is owed under the Agreement.

37. Accordingly, United and Valencia currently owe Stone Interiors \$106,155.93.

38. Stone Interiors has fully performed all of the duties and obligations it owed under the Agreement.

39. United and Valencia, however, have failed to perform all of the duties and obligations they owe under the Agreement.

40. United and Valencia have breached, and continue to breach, the Agreement by failing to pay Stone Interiors for all of the material Stone Interiors provided Valencia and United in September 2006.

41. Accordingly, Stone Interiors is entitled to recover damages equal to the full amount due under the invoices (\$103,064.01), plus interest at the applicable interest rate (\$3,091.92), from United and Valencia.

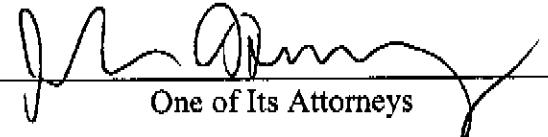
WHEREFORE, Stone Interiors, Inc. d/b/a PRP USA, respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, Valencia Stone, LLC and United Tile and Stone, Inc., as follows:

- (a) order Defendants to pay Stone Interiors \$103,064.01 in principal pursuant to the outstanding invoices;
- (b) order Defendants to pay, at a minimum \$3,091.92 for interest due as a result of the outstanding invoices, plus continuing interest at the rate of 12 percent per annum from December 2006 through the date that all amounts overdue on the invoices are paid in full;

- (c) order Defendants to pay all of Stone Interior's costs and expenses incurred for having to bring these legal proceedings;
- (d) award Stone Interiors, for the period subsequent to December 2006, interest at the rate of 5 percent per annum on all amounts unpaid under the invoices, pursuant to 815 ILCS 205/2;
- (e) award Stone Interiors all further relief that is just and proper.

Respectfully submitted,

STONE INTERIORS, INC., d/b/a PRP USA.

By 
One of Its Attorneys

J. Scott Humphrey, Esq.
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, IL 60603-5577

COMMERCIAL INVOICE					
 <p>P.R.P. USA 1307, Candlewood CT, Aurora, IL 60008, USA Ph:630-215-7674 Fax:630-692-6989 C/o Therkuthuru Village, Mulur Tuluuk, Maduravu District, Tanjavuradu-INDIA</p>		Invoice No. & Date : 1345/16.09.2006 Buyer's Order No. : P.O. No: 270/TMP/06 Other Reference(s) : Buyer's (If other than Consignee)		Exporter's Ref. : L.C. No. & Date : DT:28.08.2006 TILE WORLD OF ITALY, TAMPA, FL 33641, USA. 6 dock Seadr. 10116106 1930153 7853	
CONSIGNEE : "TO ORDER"				Country of Origin of Goods : INDIA Country of Final Destination : USA	
Pre-Carriage by ROAD		Place of Receipt by Pre-Carrier TUTICORIN		Terms of Delivery and Payment	
Vessel / Flight No. ZIM CHARLESTON V.0638W		Port of Loading TUTICORIN		F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE	
Port of Discharge CHARLESTON		Final Destination TAMPA			
Marks & Nos. Container No.	No. of Kinds of Pkgs.	Description of Goods		Quantity	Rate per
		06 PALLETS - 39 SLABS GRANITE POLISHED SLABS			Amount
CONTAINER NO. ECMU 129818 - 1				50. FT.	Rate/Sq. Ft. USD
SEAL NO.: 034698		3 CM THICKNESS - 12 SLABS LADY DREAM 3 CM THICKNESS - 13 SLABS GOLDEN JUPARANA 3 CM THICKNESS - 14 SLABS KASHMIR GOLD		763.59	7.80
				819.90	7.80
				961.18	7.75
				2544.67	
		FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX & 2 X 3 FT. - 3 NOS			
Amount Chargeable (in words)				Total	19800.37
US DOLLAR NINETEEN THOUSAND EIGHT HUNDRED AND CENTS THIRTY SEVEN ONLY					
Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct					
E&O.E		Exhibit "A"		For P.R.P. USA  Authorized Signatory	

EXHIBIT

A

COMMERCIAL INVOICE					
 <p>P.R.P. USA 1207, Candlewood Ct, Aurora, IL 60505, USA Ph:630-215-7074 Fax:630-692-6989 C/o: Therkatheru Village, Melur Taluk, Madurai District, Tamilnadu-INDIA</p>	Invoice No. & Date :		Exporter's Ref.:		
	1346/16.09.2006		1346/16.09.2006		
<p>CONSIGNEE : "TO ORDER"</p>	Buyer's Order No. :		L.C. No. & Date :		
	P.O. No: 272/TMP/06		DT:28.08.2006		
<p>Other Reference(s):</p>					
	Buyer's (If other than Consignee)				
<p>TILE WORLD OF ITALY, TAMPA, FL 33641, USA.</p> <p>6 docs sent 10/16/06 143015577853</p>					
Country of Origin of Goods		Country of Final Destination			
INDIA		USA			
Pre-Carriage by	Place of Receipt by Pre-Carrier				
ROAD	TUTICORIN				
Vessel / Flight No.	Port of Loading				
ZIM CHARLESTON V.0638W	TUTICORIN				
Port of Discharge	Final Destination				
CHARLESTON	TAMPA				
Marks & Nos. Container No.	No. of Kinds of Pkgs.	Description of Goods	Quantity	Rate per	Amount
<p>06 PALLETS - 36 SLABS GRANITE POLISHED SLABS</p>					
<p><u>CONTAINER NO.</u> GLDU 307346 - 8</p>					
SEAL NO:	3 CM THICKNESS - 18 SLABS ABSOLUTE BLACK				
034628	3 CM THICKNESS - 18 SLABS BLACK GALAXY				
<p>2433.96</p>					
<p>FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX @ 2 X 3 FT. - 2 NOS</p>					
Amount Chargeable (In words)					Total 23264.18
<p>US DOLLAR TWENTY THREE THOUSAND TWO HUNDRED SIXTY FOUR AND CENTS EIGHTEEN ONLY</p>					
<p>Declaration :</p> <p>We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct</p>					
<p>E&O.E</p>					
<p>Exhibit "B"</p>					
<p>For P.R.P. USA</p> <p> Authorized Signatory</p>					

EXHIBIT

B

COMMERCIAL INVOICE

 <p>P.R.P. USA 1207, Candlewood CT, Aurora, IL 60508, USA Ph:630-215-7674 Fax:630-692-6989 C/o: Therkuthuru Village, Melur Taluk, Madurai District, Tamilnadu-INDIA</p>		<p>Invoice No & Date : 1355/19.09.2006 Exporter's Ref :</p> <p>Buyer's Order No. : L.C. No. & Date : P.O. No: 268/TMP/06 DT: 28.08.2006</p> <p>Other Reference(s) :</p> <p>Buyer's (If other than Consignee)</p> <p>TILE WORLD OF ITALY, TAMPA, FL 33641, USA.</p> <p><i>6 doz Sent 10/16/06 18301557453</i></p>		
CONSIGNEE : "TO ORDER"		<p>Country of Origin of Goods INDIA Country of Final Destination USA</p>		
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	<p>Terms of Delivery and Payment</p> <p>F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE S/L DATE</p>		
Vessel / Flight No. ZIM CHARLESTON V.0638W	Port of Loading TUTICORIN			
Port of Discharge CHARLESTON	Final Destination TAMPA			
Marks & Nos. Container No.	No. of Kinds of Pkgs.	Description of Goods	Quantity	Rate per
		06 PALLETS - 38 SLABS GRANITE POLISHED SLABS		
CONTAINER NO. CRXU 123011 - 4			50. FT.	Rate/Sq. Ft. USD
SEAL NO: 034626		3 CM THICKNESS - 14 SLABS MADURA GOLD	873.64	7.80
		3 CM THICKNESS - 12 SLABS PARADISO	743.56	6.75
		3 CM THICKNESS - 12 SLABS SIVAKASI YELLOW	799.22	7.75
			2416.42	
		FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX @ 2 X 3 FT. - 3 NOS		
Amount Chargeable (in words)			Total	18027.38
<p>US DOLLAR EIGHTEEN THOUSAND TWENTY SEVEN AND CENTS THIRTY EIGHT ONLY</p>				
<p>Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.</p>				
<p><i>Exhibit "C"</i></p>				
<p>EXHIBIT</p>				

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

680, B

Exhibit "C"

For P.R.P. USA

Authorised Signatory:

COMMERCIAL INVOICE

COMMERCIAL INVOICE					
 <p>P.R.P. USA 1207, Conditwood Ct. Aurora, IL 60508, USA Ph: 630-235-7474 Fax: 630-235-7474 Co. Therkuthura Village, Muthur Taluk, Madras District, Tamilnadu, INDIA</p>		Invoice No. & Date : 1380/19.09.2006		Exporter's Ref. : L.C. No. & Date : P.O. No: 268/TMP/06 DT:28.08.2006	
		Buyer's Order No. : P.O. No: 268/TMP/06		Other Reference(s) : Buyer's (if other than Consignee)	
CONSIGNEE : "TO ORDER"		TILE WORLD OF ITALY, TAMPA, FL 33641, USA. <i>6 doc sent 10/16/06 1430 1557453</i>			
		Country of Origin of Goods INDIA		Country of Final Destination USA	
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	Terms of Delivery and Payment F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE			
Vessel / Flight No. ZM CHARLESTON V.0638W	Port of Loading TUTICORIN				
Port of Discharge CHARLESTON	Final Destination TAMPA				
Marks & Nos. Container No.	No. of Kinds of Pkg.	Description of Goods	Quantity	Rate per	Amount
06 PALLETS - 36 SLABS GRANITE POLISHED SLABS					
CONTAINER NO. DYRU 161641 - 3			50. FT.	Rate/Sq. Ft. USD	TOTAL USD
SEAL NO: 034627	3 CM THICKNESS - 12 SLABS IMPERIAL GOLD 3 CM THICKNESS - 14 SLABS IVORY GOLD 3 CM THICKNESS - 10 SLABS GOLDEN OAK		750.23 875.94 631.91	7.80 7.75 7.80	5881.79 6788.54 4928.90
2258.08					
FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX B 2 X 3 FT. - 3 NOS					
Amount Chargeable (in words)					Total 17569.23
US DOLLAR SEVENTEEN THOUSAND FIVE HUNDRED SIXTY NINE AND CENTS TWENTY THREE ONLY					
Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct					
Exhibit "D"					
For P.R.P. USA  Authorised Signatory					

Ergebnisse

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

1530

Exhibit "D"

For P.R.P. USA

Authorised Signatory:

EXHIBIT

1

COMMERCIAL INVOICE					
 <p>P.R.P. USA 1207, Landmark Ct, Aurora, IL 60508, USA Ph. 312-215-7572 Fax: 312-492-4090 C/o: Telykuthuru Village, Muthur Edul, Madurai District, Tamilnadu, INDIA</p>		Invoice No. & Date:		Exporter's Ref.:	
		1361/19.09.2006		Buyer's Order No. : P.O. No: 271/TMP/06 DT: 28.08.2006	
		Other Reference(s):			
		Buyer's (If other than Consignee):			
CONSIGNEE: "TO ORDER"		TILE WORLD OF ITALY, TAMPA, FL 33641, USA. <i>6 doc sent 10/16/06 (830)55-7153</i>			
				Country of Origin of Goods	
				INDIA	
				Country of Final Destination	
				USA	
Pre-Carriage by ROAD	Place of Receipt by Pre-Carrier TUTICORIN	Terms of Delivery and Payment			
Vehicle / Flight No. ZIM CHARLESTON V.0638W	Port of Loading TUTICORIN	F.O.B. AT TUTICORIN PORT AT 90 DAYS FROM THE B/L DATE			
Port of Discharge CHARLESTON	Final Destination TAMPA				
Marks & Nos. Container No	No. of Kind(s) of Pkgs.	Description of Goods	Quantity	Rate per	Amount
		06 PALLETS - 36 SLABS GRANITE POLISHED SLABS			
CONTAINER NO. TRLU 325169 - 2			SD. FT.	Rate/Sq. Ft. USD	TOTAL USD
SEAL NO: 034624	3 CM THICKNESS - 12 SLABS ROYAL BURGUNDY	793.80	8.10	6430.59	
	3 CM THICKNESS - 12 SLABS SILVER SPARKLE	843.46	10.35	8729.81	
	3 CM THICKNESS - 12 SLABS COLONIAL DREAM	669.87	7.80	5224.99	
		2307.23			
FREE SAMPLES (20 NOS) OF 6" X 6" SIZES PACKED IN A SMALL WOODEN BOX & 2 X 3 FT. - 3 NOS					
Amount Chargeable (in words)				Total	20385.39
US DOLLAR TWENTY THOUSAND THREE HUNDRED EIGHTY FIVE AND CENTS THIRTY NINE ONLY					
<p>Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.</p> <p>Exhibit "E"</p>					
E&O.E		EXHIBIT E		<p style="text-align: center;">For P.R.P. USA</p>  <p>Authorized Signatory</p>	

INVOICE					
Shipper: M/s. VINTAGE GRANITES PVT. LTD. FLAT NO. 203, GAYATRI MUTHRA RESIDENCY, ROAD NO.2, SHIVA GANGA COLONY, L.B. NAGAR, HYDERABAD - 500 070. INDIA			Invoice Number & Date: 35/06/07 dt. 18-Sep-2006 Buyer Order No & Dt TNP-273/06 dt. 18-Sep-2006		
Consignee: " TO ORDER "			Shipper Reference: VAT TIN No: 28520129284 0903001535 AABCV6550AFT001		
Notify Party: M/s. TILE WORLD OF ITALY, TAMPA, FL 33614, USA. Fax: 813-882-9186			Buyer (If other than consignee) 6 tiles sent 10/16/06 18-30/557853		
Pre-Carriage By: BY ROAD	Place or Receipt by P/c Carrier ICD - HYDERABAD		Country of Origin of Goods INDIA		Country of Final Destination U.S.A.
Vessel / Flight No.	Port of Loading CHENNAI / MUMBAI		Terms of Delivery & Payment: C B /		
Port of Discharge MIAMI	Final Place of Destination TAMPA				
Mark & Nos Container No. NYKU 2736327 (GP)	No. & Kind of Pkgs. 6 (SIX) WOODEN CRATES	Description of Goods POLISHED GRANITE SLABS TAN BROWN - 3cm	Quantity SFT 2331.03	Rate USS 4.39	Amount CNT / USD 11631.84
TOTAL 36 SLABS INSURANCE					93.05
			Total SFT 2331.03		
Amount Chargeable in Words: USS. ELEVEN THOUSAND SEVEN HUNDRED TWENTY FOUR AND EIGHTY NINE CENTS ONLY.				Total	11724.89
Declaration: We Declare that this invoice shows the actual price of the goods described and particulars are true and correct.					
<div style="text-align: right;">  Signature & Date M/s. VINTAGE GRANITES PVT. LTD. Authorised Signatory </div>					

Exhibit "F"

